

EXHIBIT A



**SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION Civil Actions Branch
500 Indiana Avenue, N.W., Suite 5000, Washington, D.C. 20001
Telephone: (202) 879-1133 • Website: www.dccourts.gov**

THOMAS J. ALSTON

Vs.

LEXISNEXIS RISK SOLUTIONS INC. et al

C.A. No. 2021 CA 002667 B

INITIAL ORDER AND ADDENDUM

Pursuant to D.C. Code § 11-906 and District of Columbia Superior Court Rule of Civil Procedure ("Super. Ct. Civ. R.") 40-I, it is hereby ORDERED as follows:

(1) This case is assigned to the judge and calendar designated below. All future filings in this case shall bear the calendar number and the judge's name beneath the case number in the caption.

(2) Within 60 days of the filing of the complaint, plaintiff must file proof of service on each defendant of copies of (a) the summons, (b) the complaint, and (c) this Initial Order and Addendum. The court will dismiss the claims against any defendant for whom such proof of service has not been filed by this deadline, unless the court extended the time for service under Rule 4(m).

(3) Within 21 days of service (unless otherwise provided in Rule 12), each defendant must respond to the complaint by filing an answer or other responsive pleading. The court may enter a default and a default judgment against any defendant who does not meet this deadline, unless the court extended the deadline under Rule 55(a).

(4) At the time stated below, all counsel and unrepresented parties shall participate in a remote hearing to establish a schedule and discuss the possibilities of settlement. Counsel shall discuss with their clients before the hearing whether the clients are agreeable to binding or non-binding arbitration. **This order is the only notice that parties and counsel will receive concerning this hearing.**

(5) If the date or time is inconvenient for any party or counsel, the Civil Actions Branch may continue the Conference once, with the consent of all parties, to either of the two succeeding Fridays. To reschedule the hearing, a party or lawyer may call the Branch at (202) 879-1133. Any such request must be made at least seven business days before the scheduled date.

No other continuance of the conference will be granted except upon motion for good cause shown.

(6) Parties are responsible for obtaining and complying with all requirements of the General Order for Civil cases, each judge's Supplement to the General Order and the General Mediation Order. Copies of these orders are available in the Courtroom and on the Court's website <http://www.dccourts.gov/>.

Chief Judge Anita M. Josey-Herring

Case Assigned to: Judge FERN FLANAGAN SADDLER

Date: August 3, 2021

Initial Conference: **REMOTE HEARING - DO NOT COME TO COURTHOUSE
SEE REMOTE HEARING INSTRUCTIONS ATTACHED TO INITIAL ORDER**

9:30 am, Friday, November 12, 2021

Location: Courtroom 100

500 Indiana Avenue N.W.
WASHINGTON, DC 20001

Superior Court of the District of Columbia

CIVIL DIVISION-CIVIL ACTIONS BRANCH

INFORMATION SHEET

Thomas J. Alston

vs

Case Number: _____

Date: August 1, 2021

LexisNexis Risk Solutions

One of the defendants is being sued
in their official capacity.

Name: (Please Print)	<u>Thomas J. Alston</u>	Relationship to Lawsuit <input type="checkbox"/> Attorney for Plaintiff <input checked="" type="checkbox"/> Self (Pro Se) <input type="checkbox"/> Other: _____
Firm Name:		
Telephone No.:	Six digit Unified Bar No.:	

TYPE OF CASE: Non-Jury 6 Person Jury 12 Person Jury

Demand: \$ 100,000 Other: _____

PENDING CASE(S) RELATED TO THE ACTION BEING FILED

Case No.: _____ Judge: _____ Calendar #: _____

Case No.: _____ Judge: _____ Calendar #: _____

NATURE OF SUIT: (Check One Box Only)

A. CONTRACTS

- 01 Breach of Contract
- 02 Breach of Warranty
- 06 Negotiable Instrument
- 07 Personal Property
- 13 Employment Discrimination
- 15 Special Education Fees

COLLECTION CASES

- 14 Under \$25,000 Pltf. Grants Consent 16 Under \$25,000 Consent Denied
- 17 OVER \$25,000 Pltf. Grants Consent 18 OVER \$25,000 Consent Denied
- 27 Insurance/Subrogation Over \$25,000 Pltf. Grants Consent 26 Insurance/Subrogation Over \$25,000 Consent Denied
- 07 Insurance/Subrogation Under \$25,000 Pltf. Grants Consent 34 Insurance/Subrogation Under \$25,000 Consent Denied
- 28 Motion to Confirm Arbitration Award (Collection Cases Only)

B. PROPERTY TORTS

- 01 Automobile
- 02 Conversion
- 07 Shoplifting, D.C. Code § 27-102 (a)

- 03 Destruction of Private Property
- 04 Property Damage

- 05 Trespass

C. PERSONAL TORTS

- 01 Abuse of Process
- 02 Alienation of Affection
- 03 Assault and Battery
- 04 Automobile- Personal Injury
- 05 Deceit (Misrepresentation)
- 06 False Accusation
- 07 False Arrest
- 08 Fraud

- 10 Invasion of Privacy
- 11 Libel and Slander
- 12 Malicious Interference
- 13 Malicious Prosecution
- 14 Malpractice Legal
- 15 Malpractice Medical (Including Wrongful Death)
- 16 Negligence- (Not Automobile, Not Malpractice)

- 17 Personal Injury- (Not Automobile, Not Malpractice)
- 18 Wrongful Death (Not Malpractice)
- 19 Wrongful Eviction
- 20 Friendly Suit
- 21 Asbestos
- 22 Toxic/Mass Torts
- 23 Tobacco
- 24 Lead Paint

SEE REVERSE SIDE AND CHECK HERE

IF USED

Information Sheet, Continued

C. OTHERS

- | | |
|--|--|
| <input type="checkbox"/> 01 Accounting
<input type="checkbox"/> 02 Att. Before Judgment
<input type="checkbox"/> 05 Ejectment
<input type="checkbox"/> 09 Special Writ/Warrants
(DC Code § 11-941)
<input type="checkbox"/> 10 Traffic Adjudication
<input type="checkbox"/> 11 Writ of Replevin
<input type="checkbox"/> 12 Enforce Mechanics Lien
<input type="checkbox"/> 16 Declaratory Judgment | <input type="checkbox"/> 17 Merit Personnel Act (OEA)
(D.C. Code Title 1, Chapter 6)
<input type="checkbox"/> 18 Product Liability

<input type="checkbox"/> 24 Application to Confirm, Modify,
Vacate Arbitration Award (DC Code § 16-4401)
<input type="checkbox"/> 29 Merit Personnel Act (OHR)
<input type="checkbox"/> 31 Housing Code Regulations
<input type="checkbox"/> 32 Qui Tam
<input type="checkbox"/> 33 Whistleblower |
|--|--|

II.

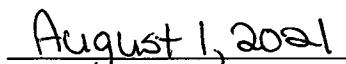
- | | | |
|---|---|---|
| <input type="checkbox"/> 03 Change of Name
<input type="checkbox"/> 06 Foreign Judgment/Domestic
<input type="checkbox"/> 08 Foreign Judgment/International
<input type="checkbox"/> 13 Correction of Birth Certificate
<input type="checkbox"/> 14 Correction of Marriage
Certificate
<input type="checkbox"/> 26 Petition for Civil Asset Forfeiture (Vehicle)
<input type="checkbox"/> 27 Petition for Civil Asset Forfeiture (Currency)
<input type="checkbox"/> 28 Petition for Civil Asset Forfeiture (Other) | <input type="checkbox"/> 15 Label of Information
<input type="checkbox"/> 19 Enter Administrative Order as
Judgment [D.C. Code §
2-1802.03 (h) or 32-151 9 (a)]
<input type="checkbox"/> 20 Master Meter (D.C. Code §
42-3301, et seq.) | <input type="checkbox"/> 21 Petition for Subpoena
[Rule 28-I (b)]
<input type="checkbox"/> 22 Release Mechanics Lien
<input type="checkbox"/> 23 Rule 27(a)(1)
(Perpetuate Testimony)
<input type="checkbox"/> 24 Petition for Structured Settlement
<input type="checkbox"/> 25 Petition for Liquidation |
|---|---|---|

D. REAL PROPERTY

- | | |
|--|--|
| <input type="checkbox"/> 09 Real Property-Real Estate
<input type="checkbox"/> 12 Specific Performance
<input type="checkbox"/> 04 Condemnation (Eminent Domain)
<input type="checkbox"/> 10 Mortgage Foreclosure/Judicial Sale
<input type="checkbox"/> 11 Petition for Civil Asset Forfeiture (RP) | <input type="checkbox"/> 08 Quiet Title
<input type="checkbox"/> 25 Liens: Tax / Water Consent Granted
<input type="checkbox"/> 30 Liens: Tax / Water Consent Denied
<input type="checkbox"/> 31 Tax Lien Bid Off Certificate Consent Granted |
|--|--|



Attorney's Signature



Date

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION—CIVIL ACTIONS BRANCH

THOMAS J. ALSTON
4020 SOUTHERN AVE SE
WASHINGTON, DC 20020

Plaintiff,

v.

Case No. _____

LEXISNEXIS RISK SOLUTIONS INC.
c/o C T CORPORATION SYSTEM
1015 15TH ST NW, SUITE 1000
WASHINGTON, DC 20005

Defendant,

SAGESTREAM, LLC
c/o C T CORPORATION SYSTEM
1015 15TH ST NW, SUITE 1000
WASHINGTON, DC 20005

Defendant.

COMPLAINT AND JURY DEMAND

Plaintiff, Thomas Alston, files suit against defendants LexisNexis Risk Solutions Inc. (“Lexis”) and Sagestream, LLC (“Sagestream”), and alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for actual and statutory damages, costs and attorney's fees brought pursuant to 15 U.S.C. § 1681 et seq. ("FCRA").

PARTIES TO THIS ACTION

2. Thomas Alston is a natural person who resides in the District of Columbia.

3. Lexis and Sagestream collect and furnish personal and/or credit information to third parties regarding consumers throughout the United States. Lexis and Sagestream are both furnishers and credit reporting agencies under the FCRA.

FACTUAL ALLEGATIONS

4. Defendants are reporting several unauthorized inquiries on Plaintiff's credit reports.
5. On Plaintiff's report from Equifax, Defendants are reporting five inquiries – including a FNB Omaha inquiry on July 19, 2021, BB&T inquiries on June 2nd, 8th and 9th 2021 and a Universal Credit Services inquiry on May 12, 2021 – that were not authorized by Plaintiff.
6. On Plaintiff's report from Experian, Defendants are reporting three inquiries – including a FNB Omaha inquiry on July 19, 2021, a PNC inquiry on July 1, 2021 and a Universal Credit Services inquiry on May 12, 2021 – that were not authorized by Plaintiff.
7. On Plaintiff's report from Trans Union, Defendants reported a Ucs/2 Patch Of Land inquiry on May 12, 2021 that was not authorized by Plaintiff.
8. On July 5, 2021, Plaintiff requested his credit report from the Defendants.
9. Defendants did not provide Plaintiff with a copy of his credit report.
10. By letters dated June 1, 2021, June 18, 2021 and July 28, 2021, Plaintiff disputed the unauthorized credit inquiries.
11. The credit reporting agencies – Equifax, Experian and Trans Union – forwarded notice of Plaintiff's disputes to the Defendants.
12. The Defendants responded to Plaintiff's dispute by false representing to the credit reporting agencies that the unauthorized credit inquiries were authorized by Plaintiff.
13. A reasonable investigation of Plaintiff's dispute would have entailed the Defendants contacting the entities that made the inquiry, but the Defendants verified the inquiries as authorized without contacting the entities who made the inquiries.
14. Following Defendants' failure to instruct the credit reporting agencies to remove the unauthorized inquiries on Plaintiff's credit report, the Plaintiff was denied credit because of the unauthorized inquiries appearing on his credit reports.

COUNT ONE: VIOLATION(S) OF 15 U.S.C. § 1681g

15. Plaintiff incorporates paragraphs 1 through 14.
16. Section 1681g mandates that a credit reporting agency disclose a consumer's credit file upon request from the consumer.
17. Defendants violated 15 U.S.C. § 1681g(a) by failing to disclose all information in the Plaintiff's credit files after receiving a request from Plaintiff for his credit report and/or credit file.
18. Plaintiff suffered anxiety and frustration as result of Defendants' failure to provide Plaintiff with his credit report and/or credit file.
19. Defendants' failure to disclose Plaintiff's credit report and/or credit file was the result of inadequate policies and procedures that implemented in a reckless disregard of Defendants' obligations under the FCRA.
20. Defendants' violations were willful, rendering them liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendants were negligent, which entitles Plaintiff to recovery under 15 U.S.C. § 1681o.
21. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees in an amount to be determined by the Court pursuant to 15 U.S.C. §§1681n and 1681o.

COUNT TWO: VIOLATION OF 15 U.S.C. § 1681s-2(b)

22. Plaintiff incorporates paragraphs 1 through 14.
23. Section 1681s-2(b)(1)(A) mandates a furnisher conduct a reasonable investigation of a consumer's dispute that is forwarded to the furnisher by a credit reporting agency.
24. To satisfy the reasonable investigation standard, a data furnisher must conduct a searching inquiry into the dispute rather than a superficial or perfunctory investigation.
25. Defendants violated section 1681s-2(b)(1)(A) by failing to conduct a reasonable investigation of Plaintiff's dispute that was forwarded to them from the credit reporting agencies.

26. Defendants did *not* read Plaintiff's dispute letter, much less investigate the issues raised in Plaintiff's dispute letter.

27. Consequently, Defendants' perfunctory investigation was not likely to turn up information about the underlying facts and positions of the parties.

28. Defendants' perfunctory investigation is the normal procedure that Defendants follow when responding to consumer disputes.

29. Defendants adopted this policy of conducting perfunctory investigations because Defendants prioritized saving money over assuring the accuracy of the information they furnished.

30. Section 1681s-2(b)(1)(B) mandates a furnisher review all relevant information that it receives from a CRA regarding a consumer's dispute.

31. Defendants process credit disputes based on the information contained in the ACDV only and do not review the dispute letter that may be attached to the ACDV.

32. Defendants only spend minutes processing a dispute and do not have time to review the dispute letter or any other relevant information provided by the credit reporting agency.

33. Defendants adopted their policy of conducting quick, perfunctory investigations to keep their costs low for processing consumers' disputes.

34. Sections 1681s-2(b)(1)(C)-(E) mandate that a furnisher report the results of the investigation of the credit dispute to the CRAs.

35. Defendants violated section 1681s-2(b)(1)(C)-(E) by failing to report that the investigation did not verify *with* the inquiring entities that the inquiries were verified.

36. Defendants violated section 1681s-2(b)(1)(C) & (E) by failing to report the inquiries were disputed as unauthorized by Plaintiff.

37. Defendants' violation(s) of section 1681s-2(b)(1)(C)-(E) are due to its policies, practices and procedures to limit the scope of a dispute processors investigation and to report the disputed information as accurate even if their limited investigation did not verify the information.

38. As a result of Defendants violations of 15 U.S.C. §§ 1681s-2(b)(1)(A)-(E), Plaintiff suffered actual damages, including but not limited to: out-of-pocket and/or pecuniary costs, loss of credit opportunity, damage to reputation, frustration, embarrassment, humiliation and other mental and emotional distress.

39. The violations by Defendants were willful, rendering Defendants liable for punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the alternative, Defendants were negligent, which entitles him to recovery under 15 U.S.C. § 1681o.

40. Plaintiff is entitled to recover actual damages, statutory damages, costs and attorney's fees in an amount to be determined by the Court pursuant to 15 U.S.C. §§ 1681n and 1681o.

WHEREFORE, your Plaintiff demands judgment for actual, statutory and punitive damages against all Defendants; for his fees and costs; for prejudgment and post-judgment interest; and any other relief deemed appropriate by this Court.

TRIAL BY JURY IS DEMANDED.

Dated: July 30, 2021

Respectfully submitted,



Thomas J. Alston
Pro Se Plaintiff
4020 Southern Ave SE
Washington, DC 2020
Tel: (240) 432-0927
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